



CITY OF SAN ANTONIO

Department of Purchasing and General Services

131 W. Nueva
SAN ANTONIO, TEXAS 78204

ADDENDUM I

SUBJECT: Formal Invitation for Best Value Bids – Annual Contract for
Comprehensive Nutrition Project A879, scheduled to open December 3,
2004; date of issue November 23, 2004

FROM: Oswald Parker, Purchasing Manager

November 23, 2004

THE ABOVE MENTIONED BID IS HEREBY AMENDED AS FOLLOWS:

Page 12, Section II. B. 1. b. shall be revised to read as follows:

- b. While the City will not preclude any firm from submitting a bid where this minimum level of delivery has not been provided, the ability to serve a minimum of 3,000 meals daily will be an integral and significant part of the evaluation. Prospective bidders must prove beyond any doubt to the City Purchasing Manager that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed. This includes describing, in sufficient detail, "how" the Scope of Work/Project Requirement specifications shall be fulfilled and minimum quality measures attained.

Page 22, Section IV. C. 3. shall be revised to read as follows:

3. DAYS AND TIMES OF DELIVERY: Successful Bidder shall prepare and deliver meals on Mondays through Fridays, 5 days per week. Meals shall be delivered to the specified delivery sites between the hours of 10:00 a.m. and 11:00 a.m. except when breakfast is substituted for lunch by City as specified in (11) of this section. However, if City determines that lunch meals need to be delivered to the specified delivery site between the hours of 8:00 a.m. and 10:00 a.m., Successful Bidder shall provide warmers for the delivery site(s), **as well as, any delivery site(s) affected by such delivery**, at no additional cost to the City. The City reserves the right to change, decrease or increase delivery sites by giving the Successful Bidder at least thirty (30) calendar days written notice of such change, increase or decrease. In cases of an emergency that renders a CNP site location unable to serve meals, the City will provide the Successful Bidder 24-hour notice of delivery site location change. Notices given pursuant to this section shall be issued by the City's Department of Community Initiatives, Elderly and Disabled Services Division.

Page 22, Section IV. C. 20. shall be revised to read as follows:

20. MISSING / UNACCEPTABLE MEAL ITEMS: When the City determines that there is a missing meal item or unacceptable meal item (including but not limited to burned food or raw food that should have been cooked), City staff shall, within a reasonable period of time, notify Successful Bidder of the missing or unacceptable meal item, amount needed, and location for delivery. Upon Successful Bidder being notified of the missing or unacceptable meal item, Successful Bidder shall immediately prepare and deliver the missing or unacceptable item to the CNP site (not delivery site) indicated by City staff. Successful Bidder shall provide or replace missing or unacceptable items at no additional charge to the City. If Successful Bidder is unable to deliver the missing or unacceptable item prior to serving time on the day the meal is to be served, City will not reimburse Successful Bidder for the entire meal from which an item was missing or unacceptable. The acceptable portions of the meals already delivered will not be returned to the Successful Bidder with any compensation to Successful Bidder.

Successful Bidder agrees that when Successful Bidder delivers a missing meal item to the site, Successful Bidder shall immediately notify the site supervisor that Successful Bidder is delivering the missing meal item and shall check the delivery equipment to ensure that the item has not already been delivered. If Successful Bidder and site supervisor find the missing item, subsequent to bringing new portions, Successful Bidder shall immediately, while still at the site, contact the City staff that authorized the additional portions and notify City that extra portions have been delivered. In the case where site staff erred, ordered additional portions of food that they already had in their possession, **and/or due to staff errors food becomes damaged or spoiled causing necessitation of additional portions**, City shall reimburse Successful Bidder a flat delivery charge per site of \$30.00 plus the following rate per additional portion:

- | | |
|--------------|--------------------------------------|
| • Entrée | 75% of the price for the entire meal |
| • Vegetable | 35% of the price for the entire meal |
| • Salad | 35% of the price for the entire meal |
| • Fruit | 35% of the price for the entire meal |
| • Bread | 10% of the price for the entire meal |
| • Milk/juice | 15% of the price for the entire meal |

However, if multiple items are missing from a meal, in no event shall the total amount paid for said meal exceed 100% of the total unit price for said meal.

Questions and responses from Pre-Bid Conference held Wednesday, November 17, 2004 at City of San Antonio offices.

Q. = Question

A. = Answer

1. **Q.** Is the delivery window (set for 1 hour) firm?

A. Yes. 1 hour is firm, but vendor may elect to delivery early. If vendor elects to deliver early, vendor must provide warmers to site receiving early delivery, as well as, any site affected by the early delivery of other sites. **See above clarification.**

2. **Q.** Is there currently a route delivery plan/schedule in place that works? Could bidders be provided the schedule?
- A.** The City does not dictate or provide a delivery plan/schedule, other than meeting the delivery times indicated in the Invitation for Bid.
3. **Q.** Can reimbursement provision be included for re-delivery of food damaged or spoiled by site staff? Ex: if, after delivery, staff drops 60 lbs of meat on the floor. Will vendor be reimbursed for subsequent delivery and provision of new meat?
- A.** Yes. **See above clarification.**
4. **Q.** Can bidders receive a copy of the State's general service and nutritional requirements?
- A.** The requirements adhere to the Texas Administrative Code, Title 40, Part I, §84.5 "Nutrition Service Requirements". See following website address:
[http://info.sos.state.tx.us/pls/ipub/readtac\\$ext.viewtac](http://info.sos.state.tx.us/pls/ipub/readtac$ext.viewtac)
5. **Q.** Are there specific requirements for the type of equipment and containers used by the vendor for food delivery?
- A.** No, the types of equipment and containers are up to the vendor's discretion as long as the food stays at temperature.
6. **Q.** What is the current meal rate?
- A.** The current rate is \$2.20 and includes juice and/or milk
7. **Q.** Will the contract require bulk and individual meals?
- A.** Yes.
8. **Q.** In Part III, Section H, Item 1 (pg. 19), bidders are asked to provide a point of contact to be available within 15 minutes during business hours. What specific hours?
- A.** Successful bidder must provide point of contact to be available between the hours of 8am to 12pm.
9. **Q.** In Part IV, Section C, Item 5 (pg 23), bidders are asked to provide separation and labeling of all meals. Does each individual meal have to be labeled or the container labeled for each site?

- A. One label per container (bulk container or container holding prepackaged meals) for each site identifying what and how many meals are in each.
10. Q. In Part IV, Section C, Item 8a, 8b and 8c (pg 23), bidders are asked to prepare one-half cup vegetable/salad servings and 3 oz protein or meat alternative. Yet, in the provided sample menu (Attachment V) all portions of meat and vegetables are 4 oz. Is this 4oz of weight or volume? What is the measure used?
- A. Meat is 3 oz. (weight). The reason 4 oz is used for the November 2004 Menu for fajitas and Picadillo is to make sure there are 3 oz of meat excluding the 1 oz for onions or other additives in the dish. The measure for salads is 1/2 cup and for vegetables the measure is 1/2 cup without liquid (volume).
11. Q. What is the period of the contract and what is the start date?
- A. See Part III, Section A, Item 1 and 2 (pg. 16). The actual start date will depend upon when the contract is awarded by the San Antonio City Council.
12. Q. Referencing Part IV, Section C, Item 11 (pg 24), will breakfast be served, on specified days, to selected centers or all centers?
- A. All centers will be receiving breakfast on the days designated as breakfast days.
13. Q. Referencing Part IV, Section C, Item 21 (pg 26), is test/**spare meal** kit required for all 72 sites or 20 delivery points? For what reason?
- A. Test kits are required for all sites (72). Test kits are temperature tested upon arrival and again at mealtime. Vendor is responsible for temperature at time of delivery. City is responsible for temperature at mealtime.
14. Q. What is the evaluation team make-up? How knowledgeable will team members be in food industry?
- A. Evaluation team members will be chosen based upon their knowledge and subject matter expertise.

15. **Q.** What is the evaluation criteria breakdown? Could DCI provide a copy of the scoring sheets and respective instructions that the evaluation team will use to evaluate bids?

A. Scoring sheets and instructions have not yet been developed.

16. **Q.** Referencing Part II, Section B, Item 1c (pg 12), it is stated that the City will evaluate a vendor's facilities and equipment in order to determine a vendor's capability and capacity. What specific quantifiable determinative criteria related to the vendor's facilities and equipment would the city consider in making said assessment?

A. Information on the scoring criteria is contained in the Invitation for Bid (see Part II, Section B, Item 2b).

17. **Q.** Does every center have refrigerators?

A. All centers have refrigerators.

18. **Q.** Can bidders receive a copy/list of City equipment for all centers?

A. While some centers are City owned, many are faith based and own the equipment within. However, DCI can state that all centers have microwaves, ovens, stoves, and refrigerators. Some centers have freezers.

19. **Q.** Do Non-Profit organizations qualify to receive SBEDA points?

A. All aspects of the Small Business Economic Development Advocacy (SBEDA) ordinance apply. If you are a Local non-profit and you compete with a majority of for-profit businesses, you will be held to the same standards of the SBEDA ordinance.

20. **Q.** What constitutes termination for cause?

A. Termination for cause means termination due to breach of the contract.

21. **Q.** How are payments made?

A. Contract and City policy is to pay net 30; if the Department pays faster it's a plus not a requirement of the contract.

22. **Q.** How are prompt payment discounts considered in scoring bids and making final award?

A. Prompt payment discounts, if offered, are applied to the extended price (i.e., total contract price) and used to determine point score.

23. **Q.** In Part IV, Section E, Meats (pg 29) it refers to TVP (textured vegetable protein) on many of the entree products and states that TVP will only be allowed with dietician approval. Since we are being evaluated on quality, what is DCI's opinion of TVP, and what is the allowable percentage in any given product?

A. Provide stipulation on the percentage of Textured Vegetable Protein Product allowed per entree is **no more than** 30-50% TVP.

The City staff further clarified the following information:

1. Purchasing Staff advises that all correspondence must be routed to Purchasing. The contact is Denise Gallegos and she can be contacted at (210) 207-4044 or dgallegos@sanantonio.gov.
2. If a bidder has any questions, concerns or need for clarification to any part of the bid document, the request must be made **PRIOR** to the bid opening date. After bid opening, the bid document is final and binding.

Oswald Parker
Purchasing Manager
Purchasing & General Services

OP/dg